

ROCKLAKE INSURANCE GROUP, INC.
317 S. STUART PLACE RD
HARLINGEN, TX 78552

00 700 900999 533972787 93314 4841



KARAM SINGH TRANSPORT INC
15829 COLE BROOK CT
BAKERSFIELD, CA 93314-4841

Date: 1/27/2026

Client Policy Number:
CUS062008123

Insurance Company:
Canopius US Insurance, Inc.

Policy Period:
Effective Date: 1/27/2026
Expiration Date: 1/27/2027

Account Number: C90257
Quote Number: Q197000

Physical Damage Policy

for KARAM SINGH TRANSPORT INC

Your Physical Damage Policy is attached. The policy contains the full and complete agreement with regard to coverage. Please read it carefully. If you do not see a specific coverage, term or condition, it is not covered unless the policy has been endorsed as such. Please contact your agent with specific coverage needs.

If you have any questions or would like additional information, please contact our administration office toll free at 800-716-2559. Our office is open Monday through Friday between 8:00 am and 5:00 pm CST.

Thank you again for allowing us to handle your insurance needs.

Sincerely,

Jacob Stineman
RockLake Insurance Group, Inc.

Agent:
Amerigo Insurance Agency
1110 Civic Center Blvd Ste 202D
Yuba City, CA 95993
Ph: 530-290-1633, Fax: 530-290-1701

Claims:
The Littleton Group, a Davies company
PO Box 163627
Austin, TX 78716-3627
Email: AUSRocklake@us.davies-group.com
Phone/Fax: 512-733-5152

C90257 000001272026

ROCKLAKE INSURANCE GROUP, INC.
317 S. STUART PLACE RD
HARLINGEN, TX 78552

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Agent:
Amerigo Insurance Agency

Customer Service is available at
800-716-2559 from 8 am to 5 pm CST if your
agent is not available to make policy
changes. Se habla español!

Physical Damage Policy

for KARAM SINGH TRANSPORT INC

Physical Damage Billing Schedule

Policy Billing Summary

Policy Premium	\$7,405.00
Broker Fees	\$258.00
Surplus Lines Tax, Stamping & Fees	\$235.48
Account Total	\$7,898.48

This is a billing summary only! Do not pay at this time. See billing schedule below for payment details.

Please refer to the enclosed **Declarations Page** for a description of your policy limitations, terms, and conditions. If you do not see a specific coverage, term or condition, it is not covered unless the policy has been endorsed as such. Please contact your agent with specific coverage needs.

Billing Schedule & Payment Information for Physical Damage

Payment Option: *Agency Billing*

Bill Date	Description	Total
	<i>Initial Amount Full Premium (Billed: 1/31/2026 Due: 2/28/2026)</i>	\$7,898.48

Note: In some cases, the amount actually billed to your account may be different than the amount shown here, as your agent may have chosen third party premium financing. This payment schedule does NOT reflect additional policies you may have purchased.

Equipment and Driver Schedule

Page 3 of 3

Named Insured: KARAM SINGH TRANSPORT INC

Policy Number: CUS062008123

Equipment Schedule Coverage is provided for specifically described equipment scheduled with the insurance company.

Year	Make	Model	Type	Equip #	VIN #
2021	Freightliner	Cascadia 126	Truck	327585	1FUJHHDR8MLMA4094
2024	Utility	Semi Trailer	Trailer	327586	*1UYVS2538R2128519

*The VIN # (Vehicle Identification Number) provided does not match our national databases. Please verify this is the VIN Number on the Vehicle you wish to insure. Incorrect VIN # can result in loss of coverage due to the lack of ability to identify the unit as insured under the policy. If a correction is needed, please notify your agent.

Driver Schedule Additional drivers not shown below must be scheduled with the insurance company and added to the policy before operating scheduled equipment.

Name	DOB	License Number	State	Date Issued	CDL?
SINGH, NIHAL	7/10/2001	554226102	NY	6/2022	Yes

SURPLUS LINES
SUPPLEMENTAL DECLARATIONS

ISSUED DATE: (MM/DD/YYYY)
1/27/2026

THIS SURPLUS LINES SUPPLEMENTAL DECLARATIONS IS ATTACHED TO AND FORMS PART OF THE PROVISIONS OF THE POLICY AND IS SUBJECT TO THE INSURED'S STATE SURPLUS LINES INSURANCE CODE.

SURPLUS LINES PRODUCER/BROKER AND ADDRESS: RockLake Insurance Group, Inc. 317 S. Stuart Place Rd. Harlingen, TX 78552 956-425-9367	SURPLUS LINES INSURER AND ADDRESS: Canopius US Insurance, Inc. 200 South Wacker Dr., Ste 950 Chicago, IL 60606
SURPLUS LINES LICENSE: 0G83984	NAIC NUMBER: 12961
NAMED INSURED AND LOCATION ADDRESS: KARAM SINGH TRANSPORT INC 15829 COLE BROOK CT BAKERSFIELD, CA 93314	POLICY TYPE/INTEREST: Physical Damage POLICY NUMBER: CUS062008123 <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL POLICY PERIOD: *EFFECTIVE DATE: 1/27/2026 *EXPIRATION DATE: 1/27/2027 *AT 12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.
LOCATION OF RISK (ZIP CODE): 93314	STATE RISK TYPE: <input type="checkbox"/> MULTI STATE RISK <input checked="" type="checkbox"/> SINGLE STATE RISK CA

PREMIUM, FEES, SURPLUS LINES TAX, STAMPING

SPECIAL CONDITIONS

PREMIUM INFORMATION	<input type="checkbox"/> MONTHLY REPORTING	AMOUNT	SPECIAL CONDITIONS / OTHER COVERAGE INFORMATION:
Premium	<input type="checkbox"/>	\$ 7,405.00	
Broker Fee	<input type="checkbox"/>	\$ 258.00	
Surplus Lines Tax (3.00% CA)	<input type="checkbox"/>	\$ 222.15	
Stamping (0.18%)	<input type="checkbox"/>	\$ 13.33	
	<input type="checkbox"/>	\$	
INVOICE DATE: 1/31/2026		TOTAL: \$ 7,898.48	

DESCRIPTION OF COVERAGE

DESCRIPTION OF RISK / PROPERTY COVERED

LIMITS OF INSURANCE/DEDUCTIBLE: INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF INSURANCE OR LIABILITY OR AMOUNTS OF INSURANCE AND ENDORSEMENTS SHOWN ON THE POLICY.	DESCRIPTION: COMMERCIAL TRANSPORTATION OPERATION PER POLICY FORM ATTACHED.
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SURPLUS LINES NOTICE

NOTICE TO INSURED:

CALIFORNIA SURPLUS LINES NOTICE

SEE ATTACHED SURPLUS LINES NOTICE D-2

COUNTERSIGNATURE (IN STATES WHERE APPLICABLE)

COUNTERSIGNED AT: Harlingen TX	DATE: 1/27/2026	AUTHORIZED REPRESENTATIVE: Jacob Stineman
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CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of

insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

D-2 (Effective January 1, 2020)

COMMERCIAL LINES COMMON POLICY DECLARATIONS – AUTO
CUS CA 100 (10/23)

CANOPIUS US INSURANCE, INC.

Renewal of Number: New
Policy Number: CUS062008123

Agreement No.: SIG001

1. **NAMED INSURED:** KARAM SINGH TRANSPORT INC

DBA:
MAILING ADDRESS: 15829 COLE BROOK CT
BAKERSFIELD, CA 93314-4841

2. **POLICY PERIOD:** From 1/27/2026 To 1/27/2027 at 12.01 a.m.

3. **FORM OF BUSINESS:** Corporation/LLC OTHER DESC

4. **BUSINESS DESCRIPTION:** Trucking: Dry Van/Box, Refrigerated

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. **THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM
Auto Physical Damage Coverage Part	\$ 7,405.00
Motor Truck Cargo Coverage Part	\$ NOT COVERED

TRIA	\$ NOT COVERED
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$ 7,405.00

TOTAL	\$ 7,898.48
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7. **FORMS AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE* - AS PER FORM CUS CA 101 ATTACHED**

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations
THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AGENCY CODE: 6800

RockLake Insurance Group, Inc.

317 S. Stuart Place Rd.

Harlingen, TX 78552

BY


Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: CUS062008123	NAMED INSURED: KARAM SINGH TRANSPORT INC
Endorsement No./Edition Date/Form Description	
CUS CA 100 10/23	Common Policy Declarations
CUS CA 101 10/23	Schedule of Forms
CUS CA 104 10/23	DRIVER SCHEDULE - INCLUDED AND EXCLUDED
CUS CA 105 10/23	Undeclared Driver Exclusion
CUS CA 201 10/23	APD Declarations Page
CUS CA 203 06/24	Graduated Deductible Endorsement
CUS CA 206 10/23	Satellite Tracking Endorsement
CUS CA 205 10/23	Loading/Unloading, Upset or Overturn Deductible Form
CUS CA 202 10/23	Auto Physical Damage Coverage Form
CUS CA 103 10/23	Auto General Clauses Endorsement
CUS CA 102 10/23	Premium Calculation Changes
CUS CA 106 10/23	Virus or Bacteria Exclusion
IL 0017 11/98	Common Policy Conditions
IL 09 35 07/02	COMPUTER RELATED LOSSES EXCLUSION
CUS CT 150 07/24	Service of Suit Clause
CUS CA 199-L 11/24	CLAIMS NOTIFICATION - LITTLETON
CUS CA 151 10/23	Privacy Policy Statement
CUS CA 152 10/23	Sanction Limitation and Exclusion Clause
CUS CA 204 10/23	Towing, Labor and Storage Amendment
CUS CA 109 05/24	GENERIC COMPLAINTS NOTICE

DRIVER SCHEDULE – INCLUDED AND EXCLUDED

Policy No: CUS062008123

Effective Date: 1/27/2026

Named Insured: KARAM SINGH TRANSPORT INC

This endorsement modifies insurance provided under the following:

CUS CA 202 Auto Physical Damage Coverage Form

CUS CA 302 Motor Truck Cargo Coverage Form

CUS CA 502 Non-Trucking Liability Coverage Form

DRIVER SCHEDULE

Name of Driver	DOB	Driver's License Number and State	Date of Hire	Excluded Y/N
Singh, Nihal	7/10/2001	NY 554226102	1/1/2025	No

1. The following exclusion is added to the policy:

This insurance does not apply to any loss involving a **covered vehicle** while being driven or operated by or under the care, custody or control of any driver excluded above.

All other policy terms and conditions remain unchanged.

UNDECLARED DRIVER EXCLUSION

This endorsement modifies insurance provided under the following:

CUS CA 202 Auto Physical Damage Coverage Form
CUS CA 302 Motor Truck Cargo Coverage Form
CUS CA 502 Non-Trucking Liability Coverage Form

1. The following definitions apply to this endorsement:

- a. **Undeclared driver** means any driver not listed on the Driver Schedule.

2. The following condition is added to the policy:

It is a condition precedent for coverage under the policy that **you** declare all drivers to the company at or before the inception date of the policy or immediately upon hire.

Failure to immediately declare the driver will result in the denial of coverage for a loss to a **covered vehicle** which they are driving or operating or is under their care, custody or control.

3. The following exclusion is added to the policy:

This insurance does not apply to any loss involving a **covered vehicle** while being driven or operated by or under the care, custody or control of any **undeclared driver**.

All other policy terms and conditions remain unchanged.

AUTO PHYSICAL DAMAGE DECLARATIONS FORM

For Use with CUS CA 202

CANOPIUS US INSURANCE, INC

ITEM ONE

PREVIOUS POLICY NUMBER: New	POLICY NUMBER: CUS062008123
Named Insured: KARAM SINGH TRANSPORT INC Address: 15829 COLE BROOK CT, BAKERSFIELD, CA 93314-4841 Terminal Address: 15829 COLE BROOK CT, BAKERSFIELD, CA 93314	Agency Name and Address: RockLake Insurance Group, Inc. 317 S. Stuart Place Rd. Harlingen, TX 78552

The Named Insured Is: Sole Proprietor Corporation/LLC Partnership Other

Policy Period: From: 1/27/2026 To: 1/27/2027.

Both days at 12:01 A.M. local standard time at the address of the insured as stated above.

ITEM TWO - SCHEDULE OF COVERED VEHICLES

Vehicle No.	DESCRIPTION				
	Year	Model	Trade Name	Body Type Serial Number	Vehicle Identification Number VIN
1	2021	Cascadia 126	Freightliner	Truck	1FUJHHDR8MLMA4094
2	2024	Semi Trailer	Utility	Trailer	*1UYVS2538R2128519

*The VIN # (Vehicle Identification Number) provided does not match our national databases. Please verify this is the VIN Number on the Vehicle you wish to insure. Incorrect VIN # can result in loss of coverage due to the lack of ability to identify the unit as insured under the policy. If a correction is needed, please notify your agent.

ITEM THREE - SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

Please note that this is not a stated value policy.

Coverage limits are subject to all policy terms, conditions and valuations.

This policy provides only that coverage where a charge is shown in the premium column below for the Covered Vehicle.

Vehicle No.	Limit	Deductible	Premium
1	\$60,000	\$2,500	\$3,270.00
2	\$80,000	\$2,500	\$4,135.00
TOTAL PREMIUM			\$7,405.00

ITEM FOUR - OCCURRENCE LIMIT

1. Combined unit limit - highest combination of any one **covered vehicle** and **trailer** \$140,000
2. Any one catastrophe/terminal limit \$140,000

ITEM FIVE - SCHEDULE OF LOSS PAYEES

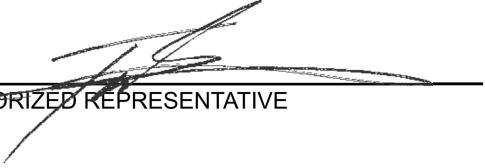
Vehicle No.	Loss Payees and Addresses
None	

ITEM SIX - FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT INCEPTION

THESE DECLARATIONS TOGETHER WITH THE POLICY APPLICATION, THE PHYSICAL DAMAGE COVERAGE FORM, CONDITIONS, AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

Dated: 1/27/2026

By:


AUTHORIZED REPRESENTATIVE

GRADUATED DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CUS CA 202 Auto Physical Damage Coverage Form

1. The following is added to **PART V – DEDUCTIBLE**:

For any **covered vehicle** which is listed on the Declarations, the deductible applicable to the loss will be:

- a. \$1,000 if the limit on the **vehicle** is less than or equal to \$75,000;
- b. \$2,500 if the limit on the **vehicle** is between \$75,001 - \$140,000;
- c. \$5,000 if the limit on the **vehicle** is between \$140,001 - \$250,000
- d. \$10,000 if the limit on the **vehicle** is greater than or equal to \$250,001;
OR
- e. The deductible outlined in the Commercial Auto Declarations Form

Whichever is greater.

All other policy terms and conditions remain unchanged.

SATELLITE TRACKING ENDORSEMENT

This endorsement is for use with CUS CA 202 Auto Physical Damage Coverage Form.

1. The following is added to PART V - DEDUCTIBLE:

For any **covered vehicle** which is listed on the Declarations with a limit of \$100,000 or more and which is involved in a loss resulting from theft, the deductible applicable to the loss will be:

- a) Two times the deductible amount applicable to the **covered vehicle** as outlined in the Commercial Auto Declarations Form; or
- b) \$5,000

whichever is greater, unless **you** can show that, when the loss occurred:

- a) The **covered vehicle** was fitted with a satellite tracking system which was turned on and tracking at all times, **and**
- b) Signals from such system were monitored at least hourly every day, whether or not the unit was under dispatch, **and**
- c) The **covered vehicle** was within the operating range of the tracking system.

In which case the deductible outlined in the Commercial Auto Declarations Form will apply.

All other policy terms and conditions remain unchanged

LOADING/UNLOADING, UPSET OR OVERTURN DEDUCTIBLE FORM

This endorsement is for use with CUS CA 202 Auto Physical Damage Coverage Form.

1. The following is added to PART V - DEDUCTIBLE:

For any **covered vehicle** which is listed on the Declarations with a limit of \$150,000 or more and which is involved in a loss resulting from loading or unloading, upset or overturn, the deductible applicable to the loss will be:

- a) Two times the deductible amount applicable to the **covered vehicle** as outlined in the Commercial Auto Declarations Form; or
- b) \$5,000

Whichever is greater.

All other policy terms and conditions remain unchanged

AUTO PHYSICAL DAMAGE COVERAGE FORM

I. COVERED VEHICLES

The following are **covered vehicles** under this Coverage Form:

- A. **Vehicles** specifically described in **ITEM TWO - SCHEDULE OF COVERED VEHICLES** of the Declarations for which a premium charge is paid.
- B. Owned **vehicles you** acquire after the policy begins will be **covered vehicles** only under the following circumstances:
 - 1) A **vehicle you** acquire to replace a **covered vehicle** will be a **covered vehicle** for ten (10) calendar days after acquisition with the same coverage and limits in effect for the **covered vehicle** it replaced.
 - 2) If **we** provide physical damage coverage for all **your** owned or leased **vehicles** and **you** acquire another **vehicle** which does not replace a **covered vehicle**, **we** will also provide coverage for that **vehicle** for ten (10) calendar days from the date **you** take delivery of the **vehicle**. Coverage limits for newly acquired **vehicles** during the ten (10) calendar day grace period will be based on the lowest limit of any **covered vehicle**. Premium for that **vehicle** must be paid before any claim can be presented under this policy.
 - 3) Coverage for newly acquired or replacement **vehicles** does not apply to any loss or damage to which other valid and collectible insurance applies.

NOTICE: If **you** want to continue coverage(s) and limits of liability on a **vehicle** described in paragraphs 1) and/or 2) above, **you** must notify **us** in writing within ten (10) calendar days after acquisition that **you** want the **vehicle** added to the policy and the type of coverage and limits of liability for that **vehicle**. If that **vehicle** is accepted by **us**, the premium will be adjusted accordingly and the **vehicle** will be scheduled on the policy. If notice is not received within this time period, coverage will end on the 10th calendar day following acquisition or the policy expiration date, whichever comes first. If the **vehicle** is not accepted by **us**, coverage will cease on the date **you** are notified the **vehicle** is not accepted or on the tenth (10) calendar day, whichever comes first.

II. COVERAGE

We will pay for **loss** to a **covered vehicle** and its **permanently installed equipment** occurring during the policy period, caused by any risk of loss, except those causes of **loss** excluded pursuant to **III. Exclusions**.

III. EXCLUSIONS

- A. We will not pay for any **loss** caused by or resulting from the following. Such **loss** is excluded regardless of any other cause or event which contributes concurrently or in any sequence to the **loss**.
 - 1) Wear and tear, gradual deterioration, rust, freezing, mechanical breakdown or failure, electrical breakdown or failure, or road damage to tires of the **covered vehicle** or its **permanently installed equipment**.
 - 2) Loss to any electronic equipment that reproduces receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disc systems
 - d. Navigation systems
 - e. Internet access systems;

- f. Personal computers;
- g. Video recording or playback systems;
- h. Telephones;
- i. Televisions
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios

This Exclusion A., 2) does not apply to electronic equipment that is **permanently installed equipment** to the extent allowed under Exclusion C, below.

- 3) Civil commotion, riot, terrorist acts, declared or undeclared war, rebellion, revolution, insurrection, or any of their consequences
- 4) **Loss** caused by or resulting from any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
- 5) **Loss** arising from nuclear reaction, nuclear radiation or radioactive contamination.
- 6) Any act of malicious mischief, vandalism, theft, conversion, embezzlement, secretion or infidelity by **you, your** employees, part time employees, leased employees, temporary employees, agents, volunteers, representatives, any person or persons in the **your household** or anyone entrusted with the **covered vehicle**.
- 7) Use in, or preparation for, any race, speed contest or performance contest whether legal or illegal.
- 8) **Loss** where the driver:
 - a. Is tested for drug or alcohol-related impairment at the time of **loss** and the test results are in excess of the statutory limit under State Law;
 - b. Is charged by a police officer or other government authority with driving while intoxicated, impaired or under the influence of:
 - i. Alcohol,
 - ii. Illegal drugs,
 - iii. Non-prescription drugs,
 - iv. Prescription drugs with a driving restriction, or
 - v. Prescription drugs not prescribed to the operator;
 - c. Refuses to be tested for suspicion of drug or alcohol-related impairment at the time of **loss**; or
 - d. Does not have, at the time of **loss**, a commercial driver's license with the proper endorsements to operate the **covered vehicle** involved in the **loss**.
- 9) **Loss** while a **covered vehicle** is rented or used for livery purposes or to carry passengers for payment, express or implied.
- 10) Voluntary parting with the **covered vehicle** whether or not caused by fraudulent scheme, trick or false pretence.
- 11) **Loss** to any **covered vehicle** while:
 - a. Subject to any bailment lease, conditional sale, mortgage or other encumbrance, not specifically declared and described in this policy; or
 - b. Used in connection with any illicit trade or transportation.

- c. Parked at a location that is not the named insured's address or other declared terminal as shown in **ITEM ONE** of the Declarations longer than seventy-two (72) consecutive hours.
- 12) Theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of the entire **covered vehicle**.
- 13) Wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the **covered vehicle** under a mortgage, conditional sale, lease or other contract or agreement, whether written or oral.
- 14) Damage to cargo and any third party legal liability whatsoever.
- 15) Downtime or any consequential loss, business interruption or loss of use, including any earned or unearned freight.

B. The coverage provided in this Coverage Form will not apply when the **covered vehicle** is under lease or interchange agreement to another party.

C. The coverage provided in this Coverage Form will not apply when the **permanently installed equipment** is aftermarket equipment or other accessory which was not included in the original stated amount unless it is reported to **us** and a premium charge is applied before the loss.

IV. LIMIT OF INSURANCE

A. The most **we** will pay for the loss to a **covered vehicle** which is scheduled on the policy is the lesser of the following:

- 1) The limit of insurance for the **covered vehicle**;
- 2) The actual cash value of the **covered vehicle**, or the **permanently installed equipment** if that is all that is damaged or lost; or
- 3) The cost to repair the **covered vehicle** or its **permanently installed equipment** with parts of like kind and quality, less any **betterment** as a result of the repair. The cost to repair will not include any **diminution in value** as a result of the loss. **We** will be liable only for the actual cost of, and will have the option of, repairing, rebuilding or, if necessary, replacing the parts damaged or destroyed with parts of like kind and quality.

However, in the event of prior loss or prior damage to a **covered vehicle**, whether or not such loss or damage is covered by this policy, the amount payable under A. above will be reduced by the amount of the prior loss or prior damage until those repairs have been completed.

When a limit is shown on the Declarations, and regardless of the number of insureds, premiums paid, claims made, the most **we** will pay for the total of all damages to a **combined unit** resulting from the same loss is the amount shown in **ITEM FOUR – OCCURRENCE LIMIT** No. 1 of the Declarations. A separate deductible will apply to each **covered vehicle** involved in the loss. Terms, conditions and limitations of what **we** will pay for each **covered vehicle** involved in the loss are unchanged by this provision.

B. The most **we** will pay for loss to owned **vehicles** you acquire after the policy begins and which have not already been scheduled on the policy, which are covered under **I. COVERED VEHICLES**, is the lesser of the following and the premium due for the vehicle:

- 1) The lowest limit of insurance for any **covered vehicle** shown on the Declarations;

- 2) The actual cash value of the **covered vehicle**, or the **permanently installed equipment** if that is all that is damaged or lost; or
- 3) The cost to repair the **covered vehicle** or its **permanently installed equipment** with parts of like kind and quality, less any **betterment** as a result of the repair. The cost to repair will not include any **diminution in value** as a result of the loss. **We** will be liable only for the actual cost of, and will have the option of, repairing, rebuilding or, if necessary, replacing the parts damaged or destroyed with parts of like kind and quality.

C. In addition to the payments which will be due under paragraphs A. or B. above and subject to the limit set forth in **ITEM FOUR – OCCURRENCE LIMIT** No. 1 of the Declarations, **we** will pay up to a maximum of \$2,500 for any one occurrence, regardless of the number of covered vehicles involved, for the reasonable costs of protecting the **covered vehicles** from imminent harm after a covered **loss**, which costs include but are not limited to towing, labor and/or storage of the **covered vehicle**.

D. When a limit is shown on the Declarations, and regardless of the number of insureds, premiums paid, claims made or **covered vehicles** involved, the most **we** will pay for the total of all damages combined resulting from any one catastrophe or terminal loss is the amount shown in **ITEM FOUR-OCCURRENCE LIMIT** No. 2 of the Declarations. Terms, conditions, and limitations of what **we** will pay for each **covered vehicle** involved in the loss are unchanged by this provision.

V. DEDUCTIBLE

For each loss to a **covered vehicle**, **our** obligation to pay will be reduced by the applicable deductible shown in **ITEM THREE - SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY** of the Declarations. The deductible will be applied to the adjusted loss or the policy limit for the **covered vehicle**, whichever is less.

If two or more **covered vehicles** are involved in a loss, a separate deductible will apply to each **covered vehicle**.

For owned **vehicles you** acquire after the policy begins, which are covered under **I. COVERED VEHICLES**, the applicable deductible will be the largest deductible shown in the Declarations for a **covered vehicle**, or \$5,000, whichever is greater.

For any loss payment for damage to a **covered vehicle** under **VI. LOSS PAYEE**, **our** obligation to pay will be reduced by the applicable deductible shown in **ITEM THREE - SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY** of the Declarations, unless a written agreement exists requiring the **covered vehicle** to carry a deductible less than that amount shown on the Declarations, in which case **we** would apply the deductible shown in the written agreement, or \$1,000, whichever is greater.

VI. LOSS PAYEE

If there is a loss payee listed on the Declarations for a **covered vehicle**, this insurance covers the interest of the loss payee, subject to the terms of this coverage form, unless the loss results from fraud, conversion, secretion, or willful damage to or destruction of the **vehicle** committed by **you** or at **your** direction or in the event of a material misrepresentation by **you** that would have caused **us** not to issue this policy as written. **We** may cancel this policy as provided in the conditions and cancellation of the policy will end the agreement as to the interest of the loss payee. If **we** make any payment to the loss payee, **we** will obtain his rights against any other party, including any right against **you**.

If there is a loss payee listed on the Declarations, **we** will pay **you** and the loss payee for loss to a **covered vehicle**, as your interests may appear.

VII. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of a covered **loss** under this Coverage Form. Compliance with the following duties is a condition precedent to coverage under this policy.

- A. Notice.** **You** must give us prompt written notice of the **loss**, including a description of the property involved. **You** must promptly notify police if the act that causes the **loss** is a crime.
- B. Protection of Property.** **You** must take all reasonable steps to protect the **covered vehicle** or its **permanently installed equipment** from further damage and keep a record of **your** expenses necessary to protect the **covered vehicle** or its **permanently installed equipment** for consideration in the settlement of the claim. This will not increase the Loss Limit. However, **we** will not pay for any subsequent loss or damage resulting from a cause of **loss** that is not a Covered Cause of Loss.
- C. Inspection of Records.** As often as may be reasonable required, **you** must permit **us** to inspect the property proving the loss or damage and examine **your** books and records. Also permit **us** to take samples of damaged and undamaged property for inspection, testing and analysis, and permit **us** to make copies of **your** books and records.
- D. Inspection of Loss or Damage.** In the event of any loss or damage covered under this policy, **you** must give **us** and **our** authorized representative a reasonable time and opportunity to examine the **covered vehicle** before any repairs are begun or any physical evidence of damage removed.
- E. Proof of Loss.** Within 60 days of our request, **you** must submit to **us** a signed, sworn proof of loss. If such proof of loss is required by **us**, the loss will in no event become payable until such time that the sworn proof of loss is received and agreed by **us**.
- F. Examination Under Oath.** **You** must submit to examination under oath in all matters connected with the **loss**, as often as we reasonably request. If more than one person is examined, we reserve the right to examine each person separately and not in the presence of the other.
- G. Impairment of Recovery.** **You** are required to take all steps to preserve any right **you** have to recover from others for the **loss**. If **you** do anything to impair those rights, before or after the **loss**, coverage will not be provided under this policy.
- H. Cooperation.** **You** must cooperate with **us** in the investigation or settlement of the claim.

VIII. OTHER CONDITIONS

- A. Policy Period.** **We** will only pay for a covered loss that occurs during the policy period set forth in the Declarations.
- B. Coverage Territory.** **We** cover **covered vehicles** only while located within the contiguous United States of America.
- C. Abandonment/Return of Stolen Property.** At **our** sole option, **we** may take all or any part of the property at the agreed or appraised value but there can be no abandonment to **us**. In the event stolen property is recovered prior to any payment under this policy for such property, **you** will take back the recovered property if so required by **us**, who will only be liable, subject to the terms, limits and conditions of this policy, for any damage done to such property by the thief or thieves.
- D. Assignment of Interest.** If a **covered vehicle** is sold, transferred or assigned, the insurance provided in this policy will not extend to such purchaser, transferee or assignee. In the event of **your** death during the policy period, this policy will continue in force for the benefit of **your** legal representative for sixty (60) days from 12:01 a.m. on the date of such death, or the policy expiration, whichever comes first.

- E. No Benefit to Bailee. This insurance will not inure directly or indirectly to the benefit of any carrier or other bailee.
- F. Subrogation. If any person or organization to or for whom **we** make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to **us**.
- G. Recoveries. If **we** make any payment under this policy and the property is recovered, or salvaged, or a third party responsible for the loss makes payment for the loss, all those recovery expenses incurred by **us** will be deducted from the recovery. The balance of the recovery will be paid to **us** and **you** in accordance with their respective interest in the loss.
- H. Other Insurance. If **you** have other insurance which is available to **you** to cover this loss, **we** will pay only the amount of the loss, subject to all valuation provisions, which is excess over the other insurance. **We** will not pay more than the applicable limit of coverage under the policy.
- I. Pair, Set or Parts. In the event of loss to:
 - 1) any article or articles which are a part of a pair or set, the measure of loss to such article or articles will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event will such loss be construed to mean total loss of the pair or set; or
 - 2) any part of property covered consisting, when complete for use, of several parts, **we** will only be liable for the value of the part lost or damaged.
- J. Appraisal. If **we** and **you** fail to agree as to the amount of **loss**, either may demand an appraisal of the **loss**. In such an event, each party will select a competent and disinterested appraiser. The appraisers will then select a competent and impartial umpire, and failing for fifteen (15) calendar days to agree on an umpire, then, on the request of **you** or **us**, the umpire will be selected by a judge of a court of record in the State in which the appraisal is pending. The appraisers will then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree will submit their differences to the umpire. An award in writing of any two will determine the amount of loss. **You** and **we** will each pay their or its chosen appraiser and will bear equally the other expenses of the appraisal and umpire. If **we** submit to an appraisal, we will still retain our right to deny the claim.
- K. Loss Clause. Any loss will not reduce the amount of this policy, except in the event of payment of claim for total loss of a specifically scheduled **covered vehicle**. If claim is paid for total loss of one or more **vehicles**, the premium for that **vehicle** will be deemed fully earned.
- L. If **we** pay **you** or the loss payee the actual cash value of or the limit for the **covered vehicle**, **we** reserve the right, at **our** sole option, to take title and possession of the **covered vehicle** for salvage
- M. Misrepresentation and Fraud. This entire policy will be void if, whether before or after a loss, **you** have concealed or misrepresented any material fact or circumstance concerning this insurance, any loss or **your** interest in the policy or any loss, or in case of any fraud or false swearing by **you**.

N. Legal Action Against Us

No one may bring a legal action against **us** under this policy unless:

1. There has been full compliance with all of the terms of this policy; and
2. The action is brought within one year after the date on which the loss or damage occurred. However, if the laws of the state where this policy is issued deem that time limitation to be insufficient, the action must be commenced within the shortest limit of time permitted by the laws of the state.

O. Cancellation. This policy may be cancelled by **you** by surrender to **us** or to any of **our** authorized representatives or by mailing to **us** written notice stating when such cancellation will be effective. This policy may be cancelled by **us** by mailing to **you** at the address shown in this policy or last mailing address known to **us** written notice stating when, not less than five (5) calendar days thereafter, such cancellation will be effective. If notice is mailed, proof of mailing will be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by **you** or **us** will be equivalent to mailing.

If **you** or **we** cancel this policy, earned premium will be computed pro rata subject to minimum earned premium. Premium adjustment may be made at the time cancellation is affected and, if not then made, will be made as soon as practicable after cancellation becomes effective. **Our** check or the check of **our** representative mailed or delivered to the last mailing address known to **us** will be a sufficient tender of any refund of premium due to **you**.

P. Changes. This policy contains all of the agreements between **you** and **us** concerning the coverage afforded. This policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.

Q. Excess Insurance. It is agreed that no excess insurance is permitted without **our** written permission, and without said written permission this policy is declared null and void.

R. Conformity to Statutes. Terms of this policy which are in conflict with the statutes of the State where this policy is issued are amended to conform to such statutes.

VII. DEFINITIONS

The following words and phrases have special meaning throughout this policy, and appear in boldface type when used.

A. **Betterment** means improvement to the vehicle which increases its value as a result of repair.

B. **Combined unit** means, for purposes of **IV. LIMIT OF INSURANCE**, a **covered vehicle** when it is attached to a **trailer**.

C. **Covered vehicle** means a **vehicle** licensed for road use specifically described in **ITEM TWO – SCHEDULE OF COVERED VEHICLES** of the Declarations for which a premium charge is paid or which is otherwise described under **I. COVERED VEHICLES**.

D. **Diminution in value** means the actual or perceived decrease in market value or resale value which results from a direct and accidental loss.

E. **Loss** means accidental and direct physical loss or damage.

F. **Permanently installed equipment** means any non-factory interior equipment installed in the **covered vehicle** or factory installed cabinetry/compartments of the **covered vehicle**, having no quick release connections or portability capabilities and any non-factory exterior equipment installed on the **covered vehicle** with no quick release connections or portability capabilities.

G. **Private passenger type** means a private passenger or station wagon type auto or motorhome and includes an auto of the pick-up or van type if not used primarily for business purposes.

H. **Trailer** includes semi-trailers, dollies or auxiliary wheels combined, or any combination of them.

AUTO PHYSICAL DAMAGE COVERAGE FORM
CUS CA 202 1023

- I. **Vehicle** means a **private passenger type** auto or a commercial truck, tractor, bus, **trailer** or semi-trailer licensed and designated for travel on public roads.
- J. **We, Us** and **Our** mean the company providing the insurance, which is identified on the Declarations.
- K. **You** and **Your** means the Named Insured shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO GENERAL CLAUSES ENDORSEMENT

The following exclusions are added to the policy and supercede any provisions to the contrary.

1. Seepage and Pollution Exclusion

We will not pay for:

- a. Any loss, damage, cost or expense;
- b. Any increase in loss, cost or expense; or
- c. Any loss, damage, cost, expense, fine or penalty which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measure taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

As used in this policy, any kind of seepage or any kind of pollution and/or contamination includes, but is not limited to:

- a. Seepage of, or pollution and/or contamination by, anything, including but not limited to:
 - (1) Any material designated as a hazardous substance by the United States Environmental Protection Agency;
 - (2) Any material designated as a hazardous material by the United States Department of Transportation; or
 - (3) Any material designated as a toxic substance by the Canadian Environmental Protection Act; or
 - (4) Any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other federal state, provincial, municipal or other law, ordinance or regulation.
- b. The presence, existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

2. Biological or Chemical Materials Exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of any pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any sequence to the loss.

3. Radioactive Contamination Exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any nuclear reaction, nuclear radiation or radioactive contamination.

However, if such nuclear reaction, nuclear radiation or radioactive contamination causes fire damage to Covered Property and fire is a Covered Cause of Loss, this exclusion does not apply to the claim for resulting fire damage.

4. Terrorism Exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause of event contributing concurrently or in any sequence to the loss. Loss or damage includes the cost of any action taken in controlling, preventing, or suppressing an act of terrorism.

For purposes of this endorsement, an act of terrorism means an act including, but not limited to, the use of force or violence or the threat thereof, of any person(s) or group(s), whether acting alone or on behalf of, or in connection with any organization(s), or government(s) and committed for political, religious, ideological or similar purposes.

This exclusion does not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the Terrorism Risk Insurance Act of 2002 as amended (TRIA) where such coverage was purchased and included in the policy.

5. Cyber Loss Exclusion

We will not pay for any Cyber Loss. Cyber Loss means any actual, alleged or potential loss, damage, cost, expense, fine or penalty or any other amount including, but not limited to, damage to property, loss of business income or consequential loss, directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with the following regardless of any other cause or event contributing concurrently or in any sequence to the loss and whether or not the loss results in widespread damage or affects a substantial area:

- a. Access to, processing, use or operation of any Computer System or Computer Network;
- b. Loss of ability to use or operate, any Computer System, Computer Network or Data, whether partial or total;
- c. The reduction in functionality, malfunction, deterioration, corruption, alteration, repair, replacement, restoration or reproduction of any Data, Computer System or Computer Network or Data, including but not limited to the corruption of Data, the failure to prevent transmission of malicious codes, and the failure to prevent an attack to the Computer System, Computer Network, and Data;
- d. Access to, processing, transmission, storage or use of any Data;
- e. Loss of ability to access, process, transmit, store or use any Data, whether partial or total;
- f. Any other error, failure, malfunction, omission or accident or series of related errors, failures, malfunctions, omissions or accidents, in respect of any Computer System, Computer Network or Data, including but not limited to the corruption of Data, the failure to prevent transmission of malicious codes, and the failure to prevent an attack to the Computer System, Computer Network, and Data;
- g. Any unauthorized, malicious or criminal act, threat or hoax or series of related unauthorized, malicious or criminal acts, threats or hoaxes, regardless of time and place, relating to paragraphs (a) through (f) above, including but not limited to the unauthorized disclosure or acquisition of Data, computer virus or extortion; or
- h. Any action taken in controlling, preventing, suppressing or remediating anything relating to paragraphs (a) through (g) above.

As used in this exclusion:

- a. Computer System means any computer, hardware, software, application, process, code, program, information technology, communications system, server, cloud, microchip, integrated circuit microcontroller, or electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device) owned or operated by the insured or by any other party. This includes any similar system, non-computer equipment or any configuration of the

aforementioned, and any associated input, output or data storage device or system, networking equipment or back up facility.

b. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including, but not limited to, the internet, intranet, website, and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

c. Data means information used, accessed, processed, transmitted or stored by a Computer System including but not limited to facts, concepts and information converted to a form useable for communications, interpretation or processing by a Computer System, and files, programs, applications, operating systems, e-mail, software and other coded instructions for the processing and manipulation of such information or the direction and manipulation of a Computer System.

This exclusion applies to all forms and endorsements including, but not limited to, forms and endorsements that cover damage to autos, cargo, buildings, personal property, business income, extra expense or action of civil authority.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise not be covered under this policy.

This endorsements supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM CALCULATION CHANGES

1. Minimum Earned Premium

This policy is subject to a 25% minimum earned premium. However, if we cancel the policy for any reason, other than for non-payment of premium, the minimum earned premium will not apply.

2. Commercial General Liability Coverage Part

If this policy includes the Commercial Coverage Liability coverage, form CUS CA 402 Commercial General Liability Coverage is revised as follows.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 5.b. Premium Audit is deleted and replaced by the following.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and, if it exceeds the deposit premium, we will send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

The deposit premium is fully earned at the end of the audit period. No return premium will be due the insured if the earned premium is less than the deposit premium.

**VIRUS OR BACTERIA EXCLUSION
CUS CA 106 1023**

1. Virus or Bacteria Exclusion

The following exclusion is added:

- a.** We will not pay for loss, damage, cost or expense caused directly or indirectly by or resulting from:
 - (1)** Any virus, parasite, bacterium or other microorganism, or any variation thereof, whether deemed living or not, that induces or is capable of inducing physical distress, emotional distress, illness, disease or other damage to human or animal health or welfare; or
 - (2)** Any fear or threat, whether real or perceived, of any such virus, bacterium or other microorganism.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

For purposes of this endorsement, loss or damage includes, but is not limited to, any claim, cost or expense to prevent, clean-up, detoxify, remove, monitor or test for any virus, bacterium or other microorganism.

- b.** This exclusion applies to all forms and endorsements.
- c.** With respect to any loss or damage subject to the exclusion in Paragraph **a.**, such exclusion supersedes any exclusion relating to "pollutants".
- d.** The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise not be covered under this policy.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
2. Under the Commercial Property Coverage Part:
 - a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b. In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.



SERVICE OF SUIT CLAUSE

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy.

In any cause of action arising under this policy, or certificate, cover note, or other confirmation of this insurance issued we will, at the request of the Insured (or Reinsured), submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

The below named is authorized and directed to accept service of process on behalf of Canopius US Insurance, Inc. in any such suit.

COGENCY GLOBAL INC.

ALABAMA 2 North Jackson Street, Suite 605 Montgomery, AL 36104	ALASKA P.O. Box 33735 Juneau, AK 99803	ARIZONA Cogency Global Inc. 300 W. Clarendon Ave. Ste 240 Phoenix, AZ 85013
ARKANSAS 1215 Twin Lakes Drive Little Rock, AR 72205	CALIFORNIA 1325 J Street, Ste 1550 Sacramento, CA 95814	COLORADO 600 17th St., Suite 1450S Denver, CO 80202
CONNECTICUT 29 West High Street East Hampton, CT 06424	DELAWARE 850 New Burton Road, Suite 201 Dover, DE 19904	DISTRICT OF COLUMBIA 1025 Connecticut Ave. N.W., Suite 712 Washington, DC 20036
FLORIDA 115 North Calhoun Street, Suite 4 Tallahassee, FL 32301	GEORGIA 900 Old Roswell Lakes Pkwy, Suite 310 Roswell, GA 30076	HAWAII 1188 Bishop Street, Suite 2212 Honolulu, HI 96813
IDAHO Shoreline Drive, Suite 100 Boise, ID 83702	ILLINOIS Second Street, Suite 404 Springfield, IL 62704	INDIANA 9221 Crawfordsville Road Indianapolis, IN 46234
IOWA 100 Court Ave., Suite 201 Des Moines, IA 50309	KANSAS 2101 S.W. 21st Street Topeka, KS 66604	LOUISIANA 828 Lane Allen Road, Suite 219 Lexington, KY 40504

MAINE 75 York Street, Suite 2 Portland, ME 04101	MARYLAND 1519 York Road Lutherville, MD 21093	MASSACHUSETTS 45 School Street, Suite 202 Boston, MA 02108
MICHIGAN 186 N. Main Street, 2nd Floor, Suite One Plymouth, MI 48170	MINNESOTA 525 Park Street, Suite 247 St Paul, MN 55103	MISSISSIPPI 248 East Capitol Street, Ste 840 Jackson, MS 39201
MISSOURI 406 N Main St., Suite B Rolla, MO 65401	MONTANA 40 West 14th St. Suite 2B Helena, MT 59601	NEBRASKA 5601 S. 59th Street, Suite C Lincoln, NE 68516
NEVADA 321 W. Winnie Lane #104 Carson City, NV 89703	NEW HAMPSHIRE 63 Pleasant Street Concord, NH 03301	NEW JERSEY 316 Berrhill Drive Williamstown, NJ 08094
NEW MEXICO 1012 Marquez Place, Suite 106B Santa Fe, NM 87505	NEW YORK 122 East 42nd Street, 18th Floor New York, NY 10168	NORTH CAROLINA 212 South Tryon Street, Suite 1000 Charlotte, NC 28281
NORTH DAKOTA 120 West Sweet Avenue, Suite 9 Bismarck, ND 58504	OHIO 3958-D Brown Park Dr. Hilliard, OH 43026	OKLAHOMA 15205 Traditions Lake Parkway Edmond, OK 73013
OREGON 698 12th Street SE, Suite 200 Salem, OR 97301	PENNSYLVANIA 600 North 2nd Street Harrisburg, PA 17101	PUERTO RICO Agustin Stahl, Carr. 174 A-10 Bayamon, PR, 00956
RHODE ISLAND 222 Jefferson Boulevard Warwick, RI 02888	SOUTH CAROLINA 2 Office Park Court, Suite 103 Columbia, SC 29223	SOUTH DAKOTA 326 N. Madison Ave Pierre, SD 57501
TENNESSEE 992 Davidson Drive, Suite B Nashville, TN 37205	TEXAS 1601 Elm Street, Suite 4360 Dallas, TX 75201	UTAH 2005 East 2700 South, Ste 200 Salt Lake City, UT 84109
VERMONT 209 Route 35 Athens, VT 05143	VIRGINIA 250 Browns Hill Court Midlothian, VA 23114	WASHINGTON 1780 Barnes Blvd. SW Tumwater, WA 98512-0410
WEST VIRGINIA 128 Capitol Street Charleston, WV 25301	WISCONSIN 100 Wilburn Rd. Suite 100 Sun Prairie, WI 53590	WYOMING 1912 Capitol Avenue, Suite 500 Cheyenne, WY 82001

Pursuant to any state, territory or district of the United States which makes provision therefore, we designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose to accept service in any action, suit or proceeding instituted by or

on behalf of the insured and designate COGENCY GLOBAL INC. as the entity to which said officer is authorized to mail such process.

THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH CERTAIN STATE SPECIFIC REQUIREMENTS AND DISCLOSURES:

ARIZONA

By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, we are conclusively deemed to have irrevocably appointed the Arizona Director of Insurance as our agent for acceptance of service of all legal process issued in Arizona in any action or proceeding under or arising out of such policy, and service of the process on the director is lawful personal service on us.

CALIFORNIA

We may be sued upon any cause of action arising in California under any surplus line insurance contract made by us, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620, inclusive. Further, by assuming surplus line insurance, we subject ourselves to Chapter 6 of the California Insurance Code.

IDAHO

We shall be sued upon any cause of action arising in Idaho under any contract issued by us as a surplus line contract pursuant to Idaho surplus lines law, in the district court of the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Director of the Department of Insurance of Idaho as provided in Idaho Code Ann. § 41-334(1). The director shall forthwith mail a copy of the process served to the person designated in Section II of this Endorsement, by prepaid registered mail with return receipt requested. We have thirty (30) days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with Idaho Code Ann. § 41-1231 the court shall be deemed to have jurisdiction in personam over us.

ILLINOIS

We hereby designate the Illinois Director of Insurance and his successors in office as our true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance we write delivered pursuant to 215 Ill. Comp. Stat. § 5/445.

IOWA

We may be sued upon a cause of action arising in Iowa under a surplus lines insurance policy or contract placed by us or upon evidence of insurance placed by us and issued or delivered in Iowa by a surplus lines insurance producer.

KENTUCKY

We shall be sued upon any cause of action arising in Kentucky under any contract issued by us as a surplus lines contract pursuant to subtitle 10 of the Kentucky Insurance Code, in the Circuit Court of the county in which the cause of action arose. Any service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3- 230(5).

LOUISIANA

We shall be sued upon any cause of action arising in Louisiana under any contract issued by us as a surplus lines contract pursuant to Chapter 2, Part 1, Subpart O of the Louisiana Insurance Code, in the district court of the parish in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Louisiana or some other person in his office whom he may designate during his absence. The secretary of state shall forthwith mail the documents of process served, or a true copy thereof, to the person designated in Section II of this Endorsement by registered or certified mail or by commercial courier as defined in La. Rev. Stat. Ann. tit. § 13:3204(D). We have forty (40) days from the date of service upon the secretary of state within which to plead, answer, or otherwise defend the action. Upon service of process upon the secretary of state in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

MARYLAND

We hereby appoint the Maryland Insurance Commissioner as agent for the acceptance of service of process in Maryland.

MICHIGAN

We hereby appoint the Michigan Insurance Commissioner as our resident agent for the purposes of service of process in Michigan.

PENNSYLVANIA

We may be sued upon any cause of action arising in the Commonwealth of Pennsylvania under any surplus lines insurance contract made by us or evidence of such insurance issued or delivered by a surplus lines licensee. Any service of process on us shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). By accepting surplus lines insurance we are deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B.

PUERTO RICO

In any action brought in Puerto Rico under an insurance contract issued as a surplus line pursuant to Title 26, Subtitle 1, Chapter 10, by us, duplicate copies of legal process shall be served upon the Commissioner of Insurance of the Commonwealth of Puerto Rico. The Commissioner shall forthwith mail one copy of the process so served to the person designated in Section II of this Endorsement, by registered mail with return receipt requested. Upon service

of process upon the Commissioner and such mailing of process, the court shall be deemed to have jurisdiction in personam over us. We shall have forty-five days after such date of mailing within which to plead, answer, or otherwise defend the action. At time of such service of process the plaintiff shall pay to the Commissioner three dollars, taxable as costs in the action.

SOUTH DAKOTA

Any cause of action against us arising in South Dakota on a surplus line contract shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the South Dakota director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The director shall forthwith mail a copy of the process served to the person designated in Section II of this Endorsement, by prepaid registered or certified mail with return receipt requested. We shall have thirty days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with S.D. Codified Laws § 58-6-38, the court shall be deemed to have jurisdiction in personam over us. By issuing a surplus lines policy, we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in S.D. Codified Laws § 58-6-37.

TENNESSEE

We may be sued upon any cause of action arising in Tennessee under any surplus lines insurance contract issued by us or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 and Tenn. Code Ann. § 56-7-105(b) of the Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, we are deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.

TEXAS

We may be sued on any cause of action arising in Texas under any surplus lines insurance contract issued by us or under any certificate, cover note, or other confirmation of that insurance issued by the surplus lines agent, under the same procedure as is provided for unauthorized insurers in Sections 7.1404, 7.1410, and 7.1411 of Title 28 of the Texas Administrative Code (relating to Service of Process Procedure for Domestic Insurers Approved To Operate under the Insurance Code, Article 1.28, Foreign and Alien Insurance Companies, Risk Retention Groups, Purchasing Groups, Third Party Administrators, Unauthorized Persons or Insurers, Organizations Formed under the Insurance Code, Article 3.71, and Surplus Lines Insurers; Service of Process on Commissioner on Behalf of Unauthorized Persons or Insurers; and Service of Process, Notice, Order, or Pleading on Secretary of State on Behalf of Unauthorized Persons and Insurers). By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, we are subject to Tex. Ins. Code Ann. § 804.106. Any act of engaging in the business of insurance by us, an eligible surplus lines insurer, constitutes the irrevocable appointment by us of the Texas Secretary of State as agent for service of process arising from our engagement of the business of insurance in Texas, other than service of process for an action or proceeding by the

department or state, and signifies our agreement that service under Tex. Ins. Code Ann. § 804.106 has the same effect as personal service on us or our successor in interest. The plaintiff shall supply the address provided in Section II of this Endorsement in any citation served under Tex. Ins. Code Ann. § 804.106. Service of process as set forth in this Endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C of the Texas Insurance Code.

WASHINGTON

For any cause of action arising in Washington under any contract issued as a surplus line contract under Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code § 48.02.200. We hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

CLAIMS NOTIFICATION

All claims must be reported to the below:

**The Littleton Group
A Davies Company**
PO Box 163627
Austin, TX 78716
512-733-5152
AUSRocklake@us.davies-group.com

PRIVACY POLICY STATEMENT

CANOPIUS US INSURANCE INC.

Canopius US Insurance, Inc. wants you to know how we protect the confidentiality of your non-public personal information as well as how and why we use and disclose the information we have about you. The following describes our policies and practices for securing the privacy of our current and former customers. We may amend our privacy policy from time to time consistent with applicable privacy laws.

INFORMATION WE COLLECT

The non-public personal information that we collect includes, but is not limited to:

- Information contained in applications or other forms that you and/or your authorized representatives submit to us, such as name, address and social security number.
- Information we obtain from you and others in connection with insurance coverage we issue to you, including but not limited to, information about your transactions with our affiliates or other third parties, such as financial account balances and payment history.
- Information we receive from insurance support organizations and consumer or other reporting agencies related to your credit-worthiness or credit history. Information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.

REASONS WE CAN DISCLOSE YOUR PERSONAL INFORMATION

We do not disclose personal information about current or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is permitted by law.

We may disclose some or all of the personal information (other than information we receive from consumer or other credit reporting agencies) that we collect about you to companies that perform services or functions on our behalf or to other financial institutions with whom we have entered into joint agreements for the marketing of financial products or services. Our contractual agreements prohibit these third parties from disclosing or using your personal information other than to carry out the purposes for which we disclosed the information. We may disclose your personal information to affiliates, including insurance companies, or third parties, including insurance salespeople or insurance providers, when it is necessary to provide products and services you request or as otherwise permitted under applicable law. We may disclose information when the law requires or permits us to do so such as law enforcement and state regulatory agencies.

CONFIDENTIALITY AND SECURITY

We maintain physical, electronic and administrative safeguards designed to protect your personal information from unauthorized access. We limit access to your personal information to those employees and/or third parties who need such access in connection with providing products or services to you or for other legitimate business purposes.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

As required by applicable law, we will afford you the right to:

1. Access your personal information;
2. Find out to whom your personal information has been disclosed; and
3. Request correction or deletion of your personal information.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such request.

All requests must be made in writing to the following address:

ATTN: Privacy Compliance
Canopius US Insurance, Inc.
200 S. Wacker Drive, Suite 950
Chicago IL 60606-5829

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon written request.

SANCTION LIMITATION AND EXCLUSION CLAUSE

Canopius US Insurance Inc. shall not be deemed to provide cover and Canopius US Insurance Inc. shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Canopius US Insurance Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

AMENDMENT TO TOWING, LABOR AND STORAGE COVERAGE

Policy No: CUS062008123

Effective Date: 1/27/2026

Named Insured: KARAM SINGH TRANSPORT INC

Premium	\$475.00
On Unit(s):	

This endorsement is for use with CUS CA 202 Auto Physical Damage Coverage Form.

In consideration of the additional premium charged, it is hereby noted and agreed that **Paragraph C.** of **PART IV – LIMIT OF INSURANCE** is amended as follows:

C. In addition to the payments which will be due under paragraphs A. or B. above and subject to the limit in **ITEM FOUR – OCCURRENCE LIMIT** No. 1 of the Declarations, **we** will pay up to a maximum of \$25,000 for any one occurrence, regardless of the number of covered vehicles involved for the reasonable costs of protecting the **covered vehicles** from imminent harm after a loss, which costs include but are not limited to towing, labor and/or storage of the **covered vehicle**.

All other policy terms and conditions remain unchanged.

COMPLAINTS NOTICE

The insurer aims to provide the highest quality of service. However, if you have a complaint about this insurance for any reason, please contact your agent or broker.

Alternatively, the insured can write to: *info@rlig.com*

Ultimately, if the Insured remains dissatisfied it may refer complaints to the department which regulates insurance in the state.